

TOWN OF HILLSBOROUGH

PUBLIC WORKS DIVISION

**CONTRACT PROPOSAL**



TOWN OF  
HILLSBOROUGH

PROJECT NUMBER: 21-002

**STREET REJUVENATION:**

**DESCRIPTION: APPLICATION OF FOG SEAL NO EXISTING ASPHALT ROADWAY, FULL DEPTH PATCHING, AND APPLICATION OF THERMOPLASTIC STRIPING.**

**BID OPENING: March 21, 2022**

**NOTICE:**

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$50,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

---

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

---

ADDRESS OF BIDDER

**RETURN BIDS TO: SUMMIT DESIGN AND ENGINEERING SERVICES  
320 EXECUTIVE COURT.  
HILLSBOROUGH, NC 27278**

# **INSTRUCTIONS TO BIDDERS**

## **PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.**

**All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.**

1. The bid sheet furnished by T.O.H. with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name and signature of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number (or Social Security Number of Individual)
  - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED MAY BE EMAILED TO [randall.moore@summitde.com](mailto:randall.moore@summitde.com) or BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN SUMMIT'S OFFICE BY;**  
**TIME: 2:00 PM**  
**DATE: March 21, 2022**
12. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**SUMMIT DESIGN AND ENGINEERING SERVICES  
320 EXECUTIVE COURT.  
HILLSBOROUGH, NC 27278**

## **AWARD OF CONTRACT**

**The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (*excluding 102-2 and 102-11*) of the NCDOT Standard Specifications for Roads and Structures 2018. The lowest responsible BIDDER will be notified that his bid has been accepted and that he has been awarded the contract. The Town of Hillsborough reserves the right to reject any or all bids.**

## TABLE OF CONTENTS

<u>Section</u>	<u>Page #</u>
ADVERTISEMENT FOR BID	1
INFORMATION FOR BIDDERS	2 - 3
BID DOCUMENTS	4 - 5
BID FORM	6 - 7
LIST OF SUBCONTRACTORS	8
PERFORMANCE BOND	9-10
PAYMENT BOND	11-12
CONSTRUCTION CONTRACT	13-17
GENERAL PROVISIONS	18-20
PROJECT SPECIAL PROVISIONS	21-26
E-VERIFY FORM	27
CONTRACTOR COMPLIANCE AGREEMENT	28
W-9 FORM	29
M/WBE AFFIDAVITS	30-32
LOCATION MAP	S-1
TYPICAL SECTIONS	D-1 – D-2

# Town of Hillsborough

## Advertisement for Bids

Sealed bids will be received until  2  p.m., EST  March 21, 2022  by the Summit Design and Engineering Services for the Rejuvenation and Patching of the following street: Rejuvenation (Fog Seal); Rhonda Rd. Chandler Ct., Cates Creek Pkwy, & Waterstone Dr. Full Depth Patching: Chandler Ct. Murdock Rd. Cheshire Dr. Margaret Ln., W. Queen St. Hayes St., & McAdams Rd.

The required Bid Documents may be mailed or hand delivered to the address listed below before March 21<sup>st</sup>, 2022 at 2:00 PM. Electronic copies of Bid documents, to include completed information on pages 2 thru 8 may be emailed to [randall.moore@summitde.com](mailto:randall.moore@summitde.com) before March 21<sup>st</sup>, 2022 at 2:00 PM. Upon request the original documents will need to be submitted to the address listed below by the end of the following business day.

**A virtual Pre Bid meeting will be held on  March 07, 2022 at 2:00 PM . The meeting will be a Zoom meeting hosted by Summit Design and Engineering Services. All Requests for Information shall be emailed to Randall Moore before the end of business on  March 18<sup>th</sup>, 2022 . ([randall.moore@summitde.com](mailto:randall.moore@summitde.com))**

The scope of work includes: **Application of Fog Seal to existing asphalt roadway, full depth patching at 3” of depth, application of thermoplastic striping, and traffic control.**

**No shoulder construction/reconstruction required.**

Contractors offering proposals on this project must be licensed to do the specified type of contracting in the State of North Carolina.

**Bidders must make positive efforts to utilize minority businesses. The Owner has developed a goal of ten percent (10%) for participation of minority business enterprises in construction contracts awarded pursuant to NCGS 143-128(c). Bidder shall be required to submit identification of firms and Affidavits as required in the Bid Form.**

Complete plans, specifications and contract documents will be open for inspection at Summit Engineering and Design Services, 320 Executive Court, Hillsborough, NC 27278, (919) 732-3883. Copies of the contract, specifications and plans may be obtained by contacting **Randall Moore**, with Summit Design and Engineering Services at 919-732-3883. Hard copies of these contract documents shall require a \$50.00 non-refundable payment. Summit accepts major credit cards and cashier's checks.

Electronic copies are available at no charge by contacting **Randall Moore**, with Summit Design and Engineering Services at 919-732-3883.

Summit Design and Engineering Services  
320 Executive Court  
Hillsborough, NC 27278  
(919) 732-3883

## **INFORMATION FOR BIDDERS**

BIDS will be received by Summit Design and Engineering Services  
at 320 Executive Court, Hillsborough, NC 27278 until 2:00 PM EDT March 21<sup>st</sup>, 2022.  
BIDS may be mailed or delivered to said address.

The Town of Hillsborough hereinafter will be called the “OWNER”

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typed, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and review of the drawings and specifications including ADDENDUMS.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate Surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of the power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. In case of failure of the BIDDER in default, the BOND accompanying the proposal shall become the property of the OWNER.

Within ten (10) days of receipt of acceptable performance BOND and payment BOND, the OWNER shall sign the Agreement and return to such party whom the contract was awarded an executed

duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may with WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liabilities on the part of either party.

The OWNER may make sure such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted proves incompetency of the contractor.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

**BID DOCUMENT**

**STREET REJUVENATION (FOG SEAL)  
&  
FULL DEPTH PATCHING CONTRACT  
for  
TOWN OF HILLSBOROUGH, ORANGE COUNTY  
HILLSBOROUGH, NC**

Proposal of \_\_\_\_\_  
(hereinafter called "BIDDER") organized and existing under the Laws of the State of North Carolina,  
doing business as \_\_\_\_\_  
\_\_\_\_\_, to  
Town of Hillsborough \_\_\_\_\_,  
(hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the rejuvenation (fog seal) of Rhonda Rd. Chandler Ct., Cates Creek Pkwy, & Waterstone Dr. Full Depth Patching: Chandler Ct. Murdock Rd. Cheshire Dr. Margaret Ln., W. Queen St. Hayes St., & McAdams Rd., in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices listed below.

By permission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with competitor.

BIDDER hereby agrees to commerce WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the specified consecutive calendar days thereafter, as provided in the General Conditions and the Bid Schedule. BIDDER further agrees to pay as liquidated damages the amount stated in the Bid Schedule for each consecutive calendar day work is done beyond the completion date, as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*Insert "a corporation," "a partnership," or "an individual" as applicable.**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum: \_\_\_\_\_

NOTE: BIDS shall include sales tax and all other applicable taxes and fees. Contracts will be awarded on the basis of low bid.

If Bidder is:

An Individual

Name(type or print): \_\_\_\_\_

By: \_\_\_\_\_(SEAL)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_(SEAL)

By: \_\_\_\_\_  
(Signature of general Partner – attach evidence of authority to sign)

Name(type or print): \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Type \_\_\_\_\_  
(General Business, Professional, Service, LLC)

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name(type or print): \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_ (CORPORATE SEAL)

Business Address:

\_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Date of Qualification to do business: \_\_\_\_\_

# TOWN OF HILLSBOROUGH BID FORM

**STREET REJUVENATION**  
Town of Hillsborough

ITEM	SPEC SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	800	Mobilization	1	LS		
2	SP	Patching Existing Pavement	1,053	TNS		
3	SP	Asphalt Surface Treatment, Fog Seal	63,730	SY		
4	SP	Work Zone Advance/General Warning Signing	459	SF		
5	SP	Temporary Traffic Control	1	LS		
6	1205	Thermoplastic Pavement Markinglines (4", 90 MILS)	26,860	LF		
7	1205	Thermoplastic Pavement Markinglines (8", 90 MILS)	745	LF		
8	1205	Thermoplastic Pavement MarkingSymbol (90 MILS,)	40	EA		
6	SP	Generic Pavement Marking Item (24", 90 MILS)	369	LF		

***TOTAL BID FOR PROJECT:*** \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

Federal Identification Number \_\_\_\_\_ Contractors License Number \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**THIS SECTION TO BE COMPLETED BY THE PUBLIC WORKS Division**

*This bid has been reviewed in accordance with Article 103-1 of the NCDOT Standard Specifications for Roads and Structures 2018.*

*Reviewed by* \_\_\_\_\_ *(date)* \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

Federal Identification Number \_\_\_\_\_ Contractors License Number \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

---

**THIS SECTION TO BE COMPLETED BY THE ENGINEERING DEPARTMENT**

*This bid has been reviewed in accordance with the applicable guidelines.*

*Reviewed by* \_\_\_\_\_ *(date)* \_\_\_\_\_

*Accepted by Town of Hillsborough* \_\_\_\_\_ *Public Works Director* \_\_\_\_\_ *(date)* \_\_\_\_\_

*Attest:* \_\_\_\_\_

---

# List of Subcontractors

All Bidders shall provide the following information regarding all subcontractors.

Subcontractor	Address	Phone

**PERFORMANCE BOND**

DATE OF EXECUTION: \_\_\_\_\_

NAME OF PRINCIPAL: \_\_\_\_\_  
(CONTRACTOR) \_\_\_\_\_

NAME OF SURETY: \_\_\_\_\_  
\_\_\_\_\_

NAME OF CONTRACTING BODY: Town of Hillsborough

AMOUNT OF BOND: \_\_\_\_\_

CONTRACT NUMBER \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, THAT WE, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named CONTRACTING BODY, hereinafter the Contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also as well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements as of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue. Should the PRINCIPAL fail to complete the undertaking as provided in the contract, then the Surety shall promptly pay the amount necessary to complete the work as provided in the contract, up to the amount of the Bond specified herein.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
(SEAL)

Principal

\_\_\_\_\_  
(SEAL)

Surety

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

Executed in \_\_\_\_\_ counterparts.

\_\_\_\_\_  
Name of Principal (Contractor)

By \_\_\_\_\_  
(Print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_  
(Owner, Partner, or Corp.  
Pres. or Vice President)

Attest: (Corporation)

By \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_  
(Corp. Sec. Or Assist. Sec.)

\_\_\_\_\_  
(Corporate Seal)

\_\_\_\_\_  
(Surety Company)

Witness:

By: \_\_\_\_\_  
(Print)

By: \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_  
(Attorney-in-Fact)

Countersigned:

\_\_\_\_\_

\_\_\_\_\_  
N.C. Licensed Resident, Agent

\_\_\_\_\_  
(Surety Corporate Seal)

\_\_\_\_\_  
Name and Address - Surety Agency

\_\_\_\_\_  
Surety Company Name and N.C.  
Regional or Branch Office Address

# PAYMENT BOND

DATE OF EXECUTION: \_\_\_\_\_

NAME OF PRINCIPAL: \_\_\_\_\_

(CONTRACTOR): \_\_\_\_\_

NAME OF SURETY: \_\_\_\_\_  
\_\_\_\_\_

NAME OF CONTRACTING BODY: Town of Hillsborough

AMOUNT OF BOND: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, THAT WE, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named CONTRACTING BODY, hereinafter the Contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the PRINCIPAL shall promptly make payment make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue. Should the PRINCIPAL fail to timely pay all persons providing labor and/or materials for the work, then the Surety shall promptly pay all sums due and owing.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal (SEAL)

\_\_\_\_\_  
Surety (SEAL)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

Executed in \_\_\_\_\_ counterparts. \_\_\_\_\_  
Name of Principal (Contractor)

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_  
(Owner, Partner, or Corp.  
Pres. or Vice President)

Attest: (Corporation)

By \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_  
(Corp. Sec. Or Assist. Sec.)

\_\_\_\_\_  
(Corporate Seal)

\_\_\_\_\_  
(Surety Company)

Witness:

By: \_\_\_\_\_  
(Print)

By \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_  
(Attorney-in-Fact)

Countersigned:

\_\_\_\_\_

\_\_\_\_\_  
N.C. Licensed Resident, Agent

\_\_\_\_\_  
(Surety Corporate Seal)

\_\_\_\_\_  
Name and Address - Surety Agency

\_\_\_\_\_  
Surety Company Name and N.C.  
Regional or Branch Office Address

# CONSTRUCTION CONTRACT

## AGREEMENT

THIS AGREEMENT is entered into this the \_\_\_ day of \_\_\_\_\_, 2022, by and between **THE TOWN OF HILLSBOROUGH**, a body politic and corporate of the State of North Carolina, whose address is 101 East Orange St., Hillsborough, North Carolina 27278 ("Owner") and \_\_\_\_\_, a North Carolina Corporation ("Contractor"), whose address is \_\_\_\_\_ and provides as follows:

### W I T N E S E T H:

WHEREAS, the Owner has identified Contractor as capable of doing the work described herein below;

WHEREAS, the parties wish to enter into a written agreement memorializing certain terms of the agreement.

NOW, THEREFORE, in consideration of the sum set forth herein below, the parties agree as follows:

1. The Owner hereby contracts with Contractor to do the following work for the Project described below (the "Work"):

See Contract Proposal,

Said Work is to be performed at the following location(s):

See Contract Proposal.

2. Contractor shall complete the Work in a good and workmanlike manner in accordance with general industry standards. Contractor shall complete the Work in accordance with the Contract Time and Intermediate Contract Time provisions established in the Contract Proposal. In the event that the Work is not completed in accordance with the Contract Time and Intermediate Contract Time, the Contractor shall pay liquidated damages as prescribed in the provisions, which sum shall not be considered a penalty but as a fair and reasonable estimate of the amount of damages incurred by the Owner if the Work is not completed by the Completion Date. The parties recognize and agree that the actual amount of damages would be difficult or impossible to ascertain.

3. The Owner shall pay the Contractor pursuant to the Total Estimate set out in the Proposal, which total cost will not exceed \$ \_\_\_\_\_ for the Work; provided, however, that if conditions are encountered that require additional materials above the allowances noted in the Proposal, those materials shall be billed at the prices set out in the Proposal. Said amounts shall be payable as follows: within 30 days of receiving an invoice from Contractor requesting payment following completion of the Work (unless any amount is in dispute). All invoices shall specify the amount paid for labor, materials, and any applicable taxes including, but not limited to, sales taxes. Any sales taxes shall specify the entity (state or local) to whom taxes are paid and the amount of taxes paid to said entity. If any amount owed under the terms hereof is disputed, the Owner shall pay Contractor the amount not in dispute and shall retain the disputed amount until such time as the dispute is settled or a judgment is entered in accordance with applicable law. No payments shall be made to contractor until IRS form W-9 and other necessary forms required by applicable law have been completed.

4. The Work contemplated by this Agreement shall be performed as set out in the attached proposal. The Owner may cancel this contract at any time upon written notice. The Owner shall pay the Contractor in accordance with Paragraph 3 through the date of cancellation.

5. The Contractor shall purchase and maintain during the life of this Agreement, with an insurance company acceptable to the Owner, authorized to do business in the State of North Carolina, the following insurance:

**AUTOMOBILE LIABILITY** - Bodily injury and property damage liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit each accident of \$1,000,000.00. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

**COMMERCIAL GENERAL LIABILITY** - Bodily injury and property damage liability shall protect the contractor, and any subcontractor performing work under this contract, from claims of bodily injury or property damage which arise from operation of this contract, whether such operations are performed by contractor, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/\$2,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and contractual liability in an amount not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

**WORKERS' COMPENSATION** - Meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

Original certificates of such insurance will be furnished and shall contain the provision that the Owner will be given thirty (30) days written notice of any intent to amend or terminate by either the Contractor or the insuring company. The Owner shall be listed as Additional Insured.

6. Contractor agrees to protect, defend, indemnify and hold the Owner, its employees, agents and elected and appointed officials harmless from any and all liability arising out of or in any way connected with the activities of the Contractor, Contractor's employees, agents, sub-contractors and anyone else working for or on behalf of Contractor arising out of or from the Work.

7. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of (a) the date it is delivered by hand to the parties listed below; (b) the date three days following the date it is deposited in the mail, postage prepaid, return receipt requested, addressed to the parties listed below; or (c) the date three days following the date it is sent, shipping prepaid, return receipt requested, by a national courier service, addressed to the parties listed below:

**OWNER:**

Town of Hillsborough  
101 East Orange St.  
Hillsborough, NC 27278

**CONTRACTOR:**

8. Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

9. Except as herein specifically provided otherwise, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Contractor and the Owner. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of Contractor and the Owner that any such person or entity, other than Contractor and the Owner, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

10. This Agreement and the following constitutes the entire agreement of the parties with respect to the subject matter hereof and are occasionally referred to herein as the "Contract Documents": A. Contract Proposal, B. Project Special Provisions, and C. Standard General Conditions of the Construction Contract. This Agreement shall supersede, terminate and replace any prior agreements for these services entered into by the parties. This Agreement merges all prior discussions among the parties and no party shall be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this Agreement or as may be specified later in writing and signed by properly authorized representatives of the parties.

11. The failure of a party in any instance to insist upon the strict performance of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms of this Agreement, either at the time of the party's failure to insist upon strict performance or at any time in the future, and such term or terms shall continue in full force and effect.

12. The construction and performance of this Agreement shall be governed by and construed pursuant to the laws of the State of North Carolina. Venue for any legal actions initiated concerning this Agreement or arising in any way from and out of this Agreement shall be brought in the appropriate state court sitting in Granville County, North Carolina, having jurisdiction over said claim, or in the United States District Court, North Carolina Eastern District, as appropriate. The parties waive any right they may have to venue in any other jurisdiction.

13. Each clause of this Agreement is a distinct and severable clause; and if any clause is deemed illegal, void or unenforceable, the validity, legality and/or enforceability of the remaining clauses or portion of this Agreement shall not be affected thereby.

14. If any party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God; strikes, lockouts, labor troubles, inability to procure materials or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

15. Neither party shall be considered the drafter of this Agreement. No provision shall be interpreted for or against either party because that party or that party's legal representative drafted such provision.

16. Any amendment to this Agreement shall be in writing and duly executed by appropriate representatives of each of the parties.

17. By signing below the parties hereto certify that they have read the entire contents of this Agreement; have individually been afforded sufficient opportunity to obtain independent legal advice prior to executing this Agreement;

fully understand the provisions set forth in this Agreement and acknowledge that each term, condition and provision is fair and reasonable; and, that each party has received a signed copy of this Agreement.

18. That to facilitate execution, this document may be executed by handwritten signing or by electronically transmitted facsimile of such signing, either of which shall create a validly executed document, in as many counterparts as may be required.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written.

Attest:

Town of Hillsborough

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Town Manager)

Contractor:

By \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

# **General Provisions**

## **GENERAL**

This contract is for the rejuvenation and full depth patching of the following Streets: **Rhonda Rd. Chandler Ct., Cates Creek Pkwy, & Waterstone Dr.** Full Depth Patching: **Chandler Ct. Murdock Rd. Cheshire Dr. Margaret Ln., W. Queen St. Hayes St., & McAdams Rd.** in the Town of Hillsborough. All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation NCDOT Standard Specifications for Roads and Structures 2012, the North Carolina Department of Transportation Roadway Standard Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the NCDOT Standard Specifications.

## **CONTRACT TIME AND LIQUIDATED DAMAGES**

**The date of availability for this project will be the Date of the Notice to Proceed.** The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Town of Hillsborough will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

**The completion date for this project is May 30, 2022** No extensions will be authorized except as authorized by Article 108-10 of the NCDOT Standard Specifications

**Liquidated damages for this contract are (\$600.00) per calendar day.**

## **PROSECUTION OF WORK AND LIQUIDATED DAMAGES**

(7-1-95) RG 15

The provisions of section 108 of the 2018 NCDOT Standard Specifications shall apply with the following additions:

The Contractor will be required to pursue the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the work. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing. In the event that the Contractor's operations are

suspended in violation of the above provisions, the sum of **Two Hundred Fifty Dollars (\$250.00)** will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

### **INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES**

The Contractor shall complete the work of installing, maintaining, and removing traffic control devices for lane closures and restoring traffic to the existing traffic pattern. Contractor shall not close or narrow a lane of traffic on the Town of Hillsborough Resurfacing Project during the following time restrictions:

#### **DAY AND TIME RESTRICTIONS**

#### **MONDAY THRU FRIDAY: FROM SUNSET TO SUNRISE FROM FRIDAY SUNSET THRU MONDAY SUNRISE**

In addition, the Contractor shall not close or narrow a lane of traffic or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

#### **HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

1. For **unexpected occurrences** that create unusually high traffic volumes, as directed by the Engineer.

The Liquidated Damages are **Six Hundred Dollars (\$600.00)** per hour.

## **PUBLIC NOTIFICATION**

The Contractor shall provide a construction schedule so that notifications can be placed in the local newspapers and on the Town of Hillsborough Website.

The Contractor will be responsible for the distribution of “Door Hanger” notifications on each house at least 48 hours in advance of working on a given street. A sample “Door Hangers” shall be submitted for approval prior to use.

## **DISPUTE RESOLUTION**

Either the Owner or the Contractor may seek such remedies as are available to it by law for any disputes which they are unable to mutually resolve, and the venue for any legal action shall be in the court with jurisdiction over the matter in Orange County, NC.

## **TWELVE MONTH GUARANTEE**

The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Town. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Town, and/or for use in excess of the design.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that the Town would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee.

# **Special Provisions**

## **TRAFFIC CONTROL AND WORK ZONE SAFETY**

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications for Roads and Structures, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

The movement of equipment from one map to the other will be performed in such a way as not to effect traffic flow and in accordance with the MUTCD. The contractor will be responsible for the repair of any damages to the existing pavement resulting from these equipment moves.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in Article 108-7 of the Standard Specifications.

No direct payment will be made for this work as the cost of this work shall be included in the associated contract items which include labor, equipment and materials for furnishing, installing, replacing, maintaining and removal of the devices.

## **ASPHALT CEMENT AND NON-STRIP ADDITIVE**

The asphalt cement and any non-strip additive will be included in the price bid for asphalt mix.

## **PATCHING EXISTING PAVEMENT:**

### **Description**

The Contractor's attention is directed to the fact that there are areas of existing pavement on this project that will require repair prior to resurfacing. Patch the areas that, in the opinion of the Engineer, need repairing. The areas to be patched will be delineated by the Engineer prior to the Contractor performing repairs. **The Contractor will be required to use a milling machine suitable to performing a minimum patch of 4 ft in width when patching on all maps.**

### **Materials**

The patching consists of Asphalt Concrete Base Course, Asphalt Concrete Intermediate Course, Asphalt Concrete Surface Course, or a combination of base, binder and surface course.

### **Construction Methods**

Remove existing pavement at locations directed by the Engineer in accordance with Section 250 of the 2018 Standard Specifications.

**Place Asphalt Concrete Intermediate Course, in lifts not exceeding 4.0 inches.** Utilize compaction equipment suitable for compacting patches as small as 3.5 feet by 6 feet on each lift. Use an approved compaction pattern to achieve proper compaction. Schedule operations so that all areas where pavement has been removed will be repaired on the same day of the pavement removal and all lanes of traffic restored.

### **Measurement and Payment**

Patching Existing Pavement will be measured and paid as the actual number of tons of asphalt plant mix complete in place that has been used to make completed and accepted repairs. The asphalt plant mixed material will be measured by being weighed in trucks on certified platform scales or other certified weighing devices. The above price and payment will be full compensation for all work covered by this provision, including but not limited to removal and disposal of all types of pavement; furnishing and applying tack coat; furnishing, placing, and compacting of asphalt plant mix; furnishing of asphalt binder for the asphalt plant mix; and furnishing scales.

Patching Existing Pavement will be considered a minor item. Any provisions included in the contract that provides for adjustments in compensation due to variations in the price of asphalt binder will not be applicable to payment for the work covered by this provision.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Patching Existing Pavement	Ton

## **FOG SEAL**

### **Description**

Apply an emulsified asphalt and water mixture as an aggregate loss preventative or surface seal.

### **Materials**

Use a base material from a CRS-1H, CSS-1H, CQS-1H, or an approved emulsion in accordance with the requirements of Article 1020-3 of the *2018 Standard Specifications*. Emulsion will be diluted with water at a 1:1 ratio unless otherwise directed by the Engineer.

For emulsions containing modifiers other than those allowed in Article 1020-3, submit to the Engineer for approval. These emulsions with modifiers shall meet the requirements of Article 1020-3 and manufacturer specifications.

Provide a distributor for heating and uniformly applying the emulsion in accordance with the requirements of Article 600-5 of the *2018 Standard Specifications*. Provide a hand spray hose and nozzle to cover areas inaccessible to the spray bars.

### **Construction Methods**

The pavement surface must be clean and dry before applying the fog seal. Apply the mixture when the air temperature is 60°F and above. Do not apply asphalt material when the weather is foggy or rainy. The application temperature will be between 160°F and 170°F or per manufacturer's recommendations. Care is to be taken not to overlap the existing thermoplastic edgeline while spraying. The typical target application rate for diluted emulsions shall be 0.12 gal/sy +/- 0.03 gal/sy. The Engineer may request a test strip prior to construction to determine the application rate.

## Measurement and Payment

*Asphalt Surface Treatment: Fog Seal* will be measured and paid at the contract unit price per square yard. Payment at the above price will be made for replacing any satisfactorily completed asphalt surface treatment when such replacement has been made necessary by defects in subgrade or base constructed by others.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Asphalt Surface Treatment, Fog Seal	Square Yard

## PAVEMENT MARKINGS, MARKERS AND DELINEATION

### 1205-4 THERMOPLASTIC (ALKYD/MALEIC)

#### Application Equipment

##### General

Use application equipment constructed to assure continuous uniformity in the thickness and width of the thermoplastic pavement marking. Use application equipment that provides multiple width settings ranging from 4 inches to 12 inches and multiple thickness settings to achieve the pavement marking thickness ranging from 0.090 inch to 0.120 inch. Special thickness equipment may be required for in lane or shoulder transverse rumble strip pavement markings. Do not use spray thermoplastic unless approved by NCDOT's Signing and Delineation Unit.

##### Premelting

Kettle Use equipment to install hot thermoplastic pavement marking material that includes an oil-jacketed or air-jacketed premelt kettle for uniform heating and melting of the thermoplastic material. Use a kettle that is equipped with an automatic thermostat control device to provide positive temperature control and continuous mixing and agitation of the thermoplastic material. Do not premelt thermoplastic material in handliner type equipment.

##### (3) Applicator Storage Kettle

Equip long line pavement marking vehicles with an automatic thermostat control device to maintain the thermoplastic material at the application temperature and provide continuous mixing and agitation of the thermoplastic material during installation. Construct the equipment so that all mixing and conveying parts, up to and including the application apparatus, maintains

the thermoplastic pavement marking material at the specified installation temperature and which has a capacity of at least 1,500 lbs. of molten thermoplastic pavement marking material. Hand transfer is not allowed. Handliner type application vehicles may contain the premelting and applicator storage functions in the same kettle. Agitation and mixing can be done manually. Drag box type and bucket type application is not allowed. Use premelting and applicator storage kettles that meet the requirements of the National Board of Fire Underwriters, the National Fire Protection Association and State and local authorities.

### **Weather Limitations and Seasonal Limitations**

Do not apply thermoplastic pavement markings on existing or new pavements unless the ambient air temperature and the temperature of the pavement is 50°F or higher. Do not apply thermoplastic pavement markings between the dates specified below: East of I-95 December 15 and the following March 16 East of I-77 to and including I-95 November 30 and the following April 1 West of and including I-77 November 15 and the following April 16 Exception to the above: When traffic is maintained on a portion of roadway and thermoplastic pavement marking will not be placed within 30 calendar days due to seasonal limitations, place pavement marking paint and beads in accordance with Subarticle 1205-8(C).

### **Application**

Use only thermoplastic markings that are of the hot, machine applied type. Apply alkyd/maleic thermoplastic pavement markings by extrusion methods only. Extrusion may be accomplished using either conventional extrusion equipment or ribbon gun extrusion devices. The stem portion of straight arrows shall be applied in a single pass and the stem portion of turn arrows is to be applied in no more than 2 passes of the application equipment. Arrowheads may be applied by multiple passes of the application equipment, not to exceed 3 passes. Apply drop-on beads and/or highly reflective media uniformly to the surface of the molten thermoplastic material so the beads and highly reflective media are partially embedded and at a rate recommended by the manufacturer to obtain the minimum reflectance values. For highly reflective markings, a double drop system consisting of glass beads and highly reflective media is required. Produce in place markings with minimum retroreflective values shown in Table 1205-2, as obtained with a Department approved 30 m mobile or handheld retroreflectometer. Retroreflective measurements will be taken within 30 days after final placement of the pavement marking. Ensure that the marking is uniformly retroreflective upon cooling and has the ability to resist deformation caused by traffic throughout its entire length. A thin layer of interim pavement marking paint at the proper width may be placed before installing the thermoplastic markings. If this option is chosen, when not specified in the plans or by the Engineer, direct payment for the paint will not be made. Cover any such thin layer of pavement marking paint with thermoplastic pavement marking within 30 calendar days of placement. Apply the thin layer of pavement marking paint and beads at the rate necessary to produce a dry film thickness of 5 to 8 mils. Apply drop-on glass beads at a rate of 1 to 3 lbs/gal of paint. Provide drainage openings at intervals of 250 feet in edge lines placed on the inside of curves and in edge lines on the low side of tangents. Provide openings that are no more than 12 inches and at least 6 inches in length. Produce a cross-sectional thickness of the thermoplastic markings above the surface of the pavement in accordance with Table 1205-3

## 1205-10 MEASUREMENT AND PAYMENT

Pavement Marking Lines will be measured and paid as the actual number of linear feet of pavement marking lines satisfactorily placed and accepted by the Engineer. In addition, Paint Pavement Marking Lines will be paid per linear foot for each 15 mil application placed in accordance with Subarticle 1205-8(C). The quantity of solid lines will be the summation of the linear feet of solid line measured end-to-end of the line. The quantity of skip or broken lines will be the summation of the linear feet derived by multiplying the nominal length of a line by the number of marking lines satisfactorily placed.

Pavement Marking Symbols will be measured and paid as the actual number of pavement marking symbols satisfactorily placed and accepted by the Engineer. In addition, Paint Pavement Marking Symbols will be paid for each 15 mil application placed in accordance with Subarticle 1205-8(C).

Pavement Marking Characters will be measured and paid as the actual number of characters satisfactorily placed and accepted by the Engineer. A character is considered to be one letter or one number of a word message. In addition, Paint Pavement Marking Characters will be paid for each 15 mil application placed in accordance with Subarticle 1205-8(C).

Premarking will be incidental to other items in the contract. Unless directed by the Engineer, there will be no direct payment for interim paint. No direct payment will be made for black paint or tape.

<b>Pay Item</b>	<b>Pay Unit</b>
Thermoplastic Pavement Marking Lines, __", __ mils	Linear Foot
Thermoplastic Pavement Marking Symbols, __ mils	Each

STATE OF NORTH CAROLINA

AFFIDAVIT

TOWN OF \_\_\_\_\_

\*\*\*\*\*

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_, the Employer, after first being duly sworn hereby state as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers (as defined in paragraph 3) must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

- a. YES \_\_\_\_\_, or
- b. NO \_\_\_\_\_

4. Employer's subcontractors comply with E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: \_\_\_\_\_, Title: \_\_\_\_\_

State of North Carolina  
\_\_\_\_\_ County

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_.



TOWN OF  
HILLSBOROUGH

**Safety & Risk Management**

Office-919.241.4615

Fax-919.241.4623

**Contractor Compliance Agreement**

**1. Occupational Safety and Health Act**

All work performed by contractors and contractors employees for The Town of Hillsborough shall comply fully with applicable provisions of federal and applicable state occupational safety and health acts, standards, and regulations.

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury and losses.

The contractor hereby certifies that all such materials and work performed will conform to and comply with such standards and regulations.

**2. Safety Representative**

A contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

**3. Safety Agreement Acknowledgement**

The safety agreement has been read and its conditions are hereby accepted by the undersigned on behalf of the contractor and its employees, agents, subcontractors and subcontractor employees and agents.

Contractors Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Town Representative: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM W-9**

[Rev. 1-92; Rev. 10-94  
for Division Contract Use]

Pursuant to Internal Revenue Service Regulations, vendors must furnish their **Taxpayer Identification Number (TIN)** to the State. **If this number is not provided, you may be subject to a 31% withholding on each payment.** To avoid this 31% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information **exactly as it appears on file with the IRS.**

Legal Business Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9 Digit Taxpayer Identification Number \_\_\_\_\_  
Social Security Number \_\_\_\_\_  
Federal Employer Identification Number \_\_\_\_\_

Business Designation (Check One) \_\_\_\_\_ Individual (Soc.Sec. #)  
\_\_\_\_\_ Sole Proprietorship (Soc.Sec. #)  
\_\_\_\_\_ Partnership (Fed. ID)  
\_\_\_\_\_ Estate/Trust (Fed. ID)  
\_\_\_\_\_ Corporation (Fed. ID)  
\_\_\_\_\_ Public Service Corporation (Fed. ID)  
\_\_\_\_\_ Governmental/Non-Profit (Fed. ID)

Under penalties of perjury, I declare that I have examined this request and to the best of my knowledge and belief, it is true, correct, and complete. I have not been notified by the IRS that I am subject to backup withholding for failure to report income.

\_\_\_\_\_  
Name (Print or Type name of individual-not company) Title (Print or Type)

\_\_\_\_\_  
Signature Date Telephone Number

**State of North Carolina AFFIDAVIT A - List of the Good Faith Effort**

**Town of Hillsborough**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

**I have made a good faith effort to comply under the following areas checked:**  
(A minimum of 5 areas must be checked in order to have achieved a "good faith effort")

- 1-Contacted minority businesses that reasonably could have expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2-Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3-Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4-Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority business.
- 5-Attended prebid meetings scheduled by the public owner.
- 6-Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7-Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8-Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9-Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10-Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cashflow demands.

In accordance with GS 143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer \_\_\_\_\_

Signature: \_\_\_\_\_

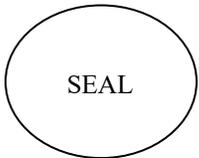
Title: \_\_\_\_\_

State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_



**ATTACH TO BID - IF YOU MEET THE M/WBE GOAL**

**State of North Carolina AFFIDAVIT C- Portion of the Work to be Performed by Minority Firms**

The Town of Hillsborough Goals for M/WBE Participation in the Procurement of Goods, Services and Construction Projects is 10%.

Affidavit of \_\_\_\_\_ I do hereby certify that on the  
(Name of Bidder)

\_\_\_\_\_ (Project Name)  
Project ID No. \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with minority businesses enterprises. Work will be subcontracted to the following firms listed below. Attach additional sheets if needed.

Name and Phone Number	*Minority Category	Work Description	Dollar Value	Percentage of Goal

**\*Minority categories:** Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (I), Female (**F**)

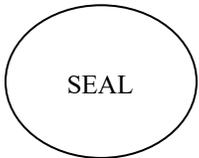
Pursuant to GS 143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_

**State of North Carolina AFFIDAVIT B - Intent to Perform Contract with Own Workforce**

**Town of Hillsborough**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for

the \_\_\_\_\_ contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

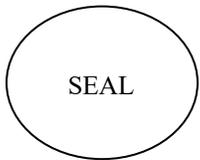
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

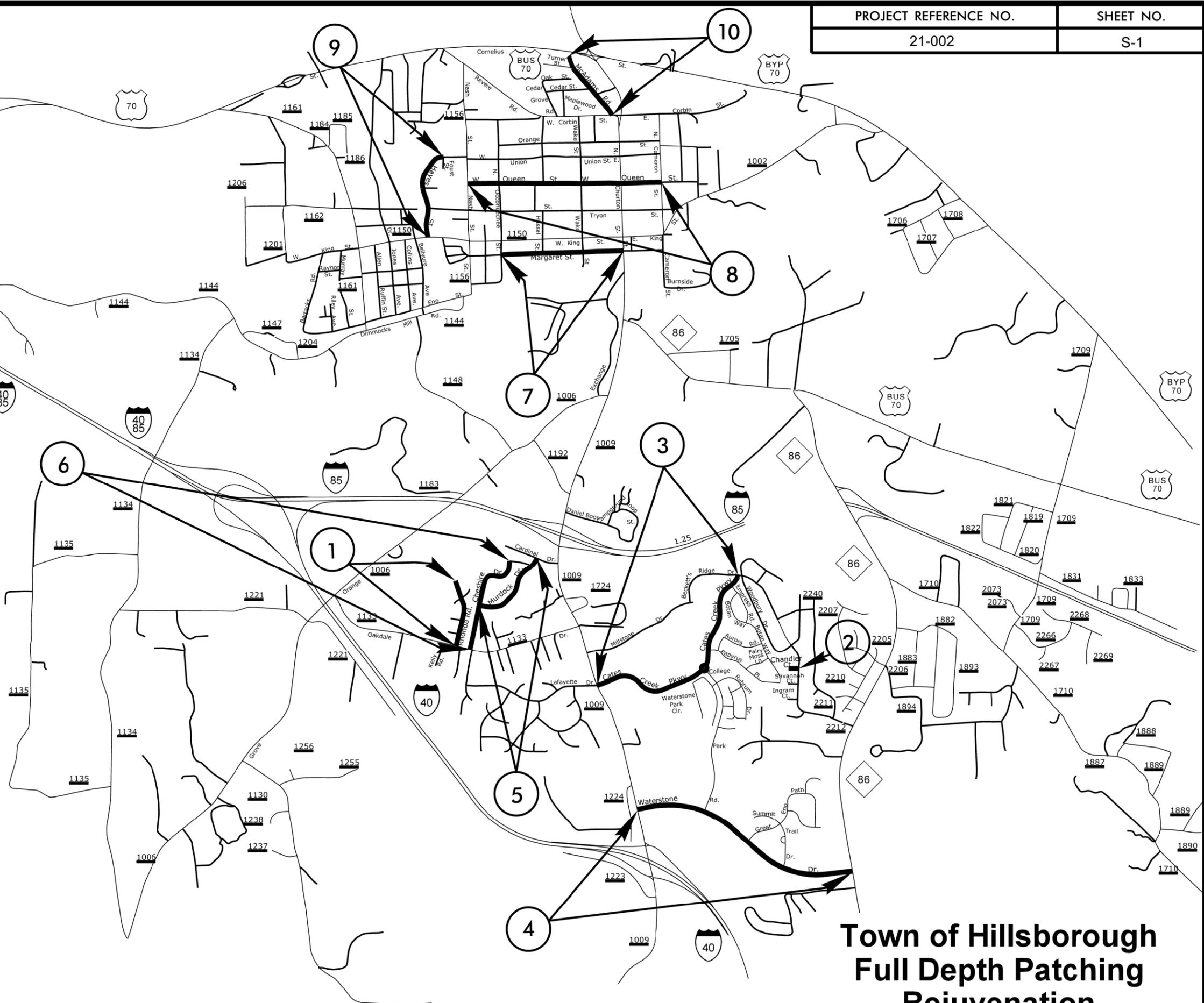
Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_



- |  |
|--|
| <p><b>FOG SEAL</b></p> <ol style="list-style-type: none"> <li>1. Rhonda Rd.</li> <li>2. Chandler Ct.</li> <li>3. Cates Creek Pkwy.</li> <li>4. Waterstone Dr.</li> </ol> <p><b>FULL DEPTH PATCHING</b></p> <ol style="list-style-type: none"> <li>2. Chandler Ct.</li> <li>5. Murdock Rd.</li> <li>6. Cheshire Dr.</li> <li>7. Margaret Ln.</li> <li>8. W. Queen St.</li> <li>9. Hayes St.</li> <li>10. McAdams Rd.</li> </ol> |
|--|



**Town of Hillsborough  
Full Depth Patching  
Rejuvenation**

5/14/99  
 C:\PROJECTS\21-002\DRAWINGS\TOWN OF HILLSBOROUGH\TOWN OF HILLSBOROUGH.DWG



PAVEMENT SCHEDULE	
F1	FOG SEAL
R	EXIST. C&G
U	EXIST. PAVEMENT
V	FDP

